

CHROME HEARTS LLC, a Delaware Limited Liability Company,	}	CASE NO.: 2:22-cv-01924-GMN-NJK
Plaintiff,		
vs.		<b>ORDER GRANTING STIPULATION RE PERMANENT INJUNCTION</b>
HOTTIE WORLD, INC., a Nevada Corporation; HYON SAN CHANG, an Individual; and DOES 1-10, inclusive,		
Defendants.	}	

WHEREAS the Parties have entered into a Confidential Settlement Agreement to fully resolve all of the claims in this action among the Parties;

1 WHEREAS without any admission of liability, Defendants have agreed to  
2 consent to the below terms of a permanent injunction, and **IT IS HEREBY ORDERED**  
3 that:

4 1. Defendants and their agents, servants, employees, and all entities and/or  
5 persons in active concert and participation with Defendant are hereby permanently  
6 restrained and enjoined from infringing upon the Chrome Hearts Marks in Exhibit A,  
7 including, but not limited to:

8 a. manufacturing, purchasing, producing, distributing, circulating,  
9 selling, offering for sale, importing, exporting, advertising, promoting, displaying,  
10 shipping, marketing, or otherwise incorporate in advertising or marketing the Accused  
11 Products and/or any other products that are identical, substantially indistinguishable, or  
12 confusingly similar to the Chrome Hearts Marks;

13 b. delivering, holding for sale, returning, transferring, or otherwise  
14 moving, storing, or disposing in any manner the Accused Products and/or any other  
15 products bearing marks that are identical, substantially indistinguishable, or confusingly  
16 similar to the Chrome Hearts Marks;

17 c. engaging in any other activity constituting unfair competition with  
18 Chrome Hearts, or acts and practices that deceive consumers, the public, and/or trade,  
19 including without limitation, the use of designations and design elements used or owned  
20 by or associated with Chrome Hearts;

21 d. committing any other act which falsely represents, or which has  
22 the effect of falsely representing that the goods and services of Defendant are licensed  
23 by, authorized by, offered by, produced by, sponsored by, or in any other way  
24 associated with Chrome Hearts;

25 e. knowingly assisting, aiding, or attempting to assist or aid any other  
26 person or entity in performing any of the prohibited activities referred to in Paragraphs  
27 1(a)-(d) above; and

28 ///

1 f. knowingly affecting any transactions, assignments, or transfers, or  
2 form new entities or associations to circumvent the prohibitions referred to in  
3 Paragraphs 1(a)-(d) above.

4 WHEREAS the parties have further agreed as follows, and **IT IS FURTHER**  
5 **HEREBY ORDERED** that:

6 2. This Court has jurisdiction over the Parties herein and has jurisdiction over  
7 the subject matter hereof pursuant to 15 U.S.C. § 1121.


8 3. The execution of this Stipulation/Order shall serve to bind and obligate the  
9 Parties hereto.

10 4. Upon satisfaction of other obligations set forth in the Settlement  
11 Agreement, the Parties will stipulate to and file a separate Dismissal with Prejudice of  
12 the Civil Action.

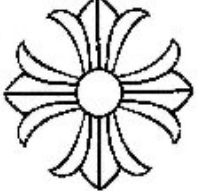

13 5. The jurisdiction of this Court is retained for the purpose of making any  
14 further orders necessary or proper for the enforcement of this Stipulation/Order.

15 **IT IS SO ORDERED.**

16  
17 Dated: October 6, 2023

  
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Hon. Gloria M. Navarro  
**United States District Judge**

**EXHIBIT A**

<b>Chrome Hearts' Mark</b>	<b>U.S. Reg. No.</b>	<b>Reg. Date</b>	<b>Goods/Services</b>
 <b>"CH Plus"</b>	3,388,911	2/26/2008	025: Clothing, namely, tee shirts, shirts, tank tops, sweatshirts, sweat pants, sweaters and hats.
 <b>"CH Cross"</b>	3,606,059	4/14/2009	025: Clothing; Namely, Shirts, Trousers, Jackets, Vests, Chaps, Men's and Women's Underwear, Coats, Clothing Belts, Gloves and Boots.

**EXHIBIT B**



*Example of Accused Products*